

# EXHIBIT A

Case Number: 2018-21-CCL2

[illegible]

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS COUNTY OF GREGG  
I hereby certify that the above, consisting of \_\_\_\_\_  
pages, is a true and correct copy of the original  
record on file in the District Clerk's Office of  
Gregg County, Texas.  
This 25<sup>th</sup> day of January, 2018  
BARBARA DUNCAN, DISTRICT CLERK  
BY: \_\_\_\_\_, Deputy

COUNTY COURT AT LAW 2  
**CASE SUMMARY**  
CASE No. 2018-21-CCL2

JERRI JONES VS ARTISTS RIGHTS  
ENFORCEMENT CORP.

§  
§  
§  
§

Location: County Court at Law 2  
Judicial Officer: Dulweber, Vincent, DC  
Filed on: 01/05/2018

CASE INFORMATION

Case Type: Declaratory Judgment

Case Flags: Jury Fee Paid  
Level 2

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number 2018-21-CCL2  
Court County Court at Law 2  
Date Assigned 01/05/2018  
Judicial Officer Dulweber, Vincent, DC

PARTY INFORMATION

Plaintiff Jones, Jerri


Lead Attorneys  
HILL, MATTHEW M  
Retained  
903-806-0487(W)


Defendant Artists Rights Enforcement Corp.


DATE


EVENTS & ORDERS OF THE COURT

INDEX

01/05/2018  Docket Sheet ✓

01/05/2018  Petition (OCA) ✓  
*Original Petition for Declaratory Judgment and Conversion*

01/05/2018 **Citation By Certified Mail** ✓  
 Artists Rights Enforcement Corp.  
Served: 01/10/2018  
Response Due: 02/05/2018

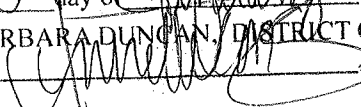
01/19/2018  Citation Return Certified Mail ✓  
*ARTISTS RIGHTS ENFORCEMENT CORP.*

DATE

FINANCIAL INFORMATION

Plaintiff Jones, Jerri  
Total Charges  
Total Payments and Credits  
Balance Due as of 1/25/2018

388.75  
388.75  
0.00

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STATE OF TEXAS COUNTY OF GREGG  
I hereby certify that the above, consisting of \_\_\_\_\_  
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This 25<sup>th</sup> day of January, 2018  
BARBARA DUNCAN, DISTRICT CLERK  
BY:  Deputy

CAUSE NO. 2018-21-CCL2

<b>JERRI JONES</b>	§	<b>IN THE DISTRICT COURT</b>
<b>Plaintiff,</b>	§	<b>COUNTY COURT AT LAW 2</b>
	§	
<b>v.</b>	§	<b>IN AND OF</b>
	§	
<b>ARTISTS RIGHTS</b>	§	
<b>ENFORCEMENT CORP.</b>	§	
<b>Defendant.</b>	§	<b>GREGG COUNTY, TEXAS</b>

**ORIGINAL PETITION FOR DECLARATORY JUDGMENT**

**TO THE HONORABLE JUDGE OF SAID COURT:**

**NOW COMES** Jerri Jones, Plaintiff herein, and files this Original Petition for Declaratory Judgment, pursuant to the Texas Uniform Declaratory Judgments Act, Chapter 37 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE, and would show the Court the following:

**I. DISCOVERY CONTROL PLAN LEVEL**

Plaintiff intends that discovery in this case be conducted under Level 2 of Rule 190 of the TEXAS RULES OF CIVIL PROCEDURE.

**II. STATEMENT OF RELIEF SOUGHT**

Plaintiff seeks monetary relief of \$100,000.00 or less and non-monetary relief.

**III. PARTIES AND SERVICE**

A. Plaintiff is Jerri Jones ("Jones"). Plaintiff is an individual and resides at 710 Ash Street, Longview, Gregg County, Texas 75605.

B. Defendant Artists Rights Enforcement Corp. ("Defendant") is a New York corporation that does not maintain a registered agent in this state and may be served with process via its President and Chief Executive Officer, Charles Rubin, at 1430 Broadway, Suite 505, New York, New York, 10018.

#### **IV. JURISDICTION AND VENUE**

This Court has jurisdiction in this case in that the damages exceed the minimum jurisdictional levels of this Court.

This court has jurisdiction over Defendant because Defendant purposefully availed itself of the privilege of conducting activities in the state of Texas and established minimum contacts sufficient to confer jurisdiction over Defendant, and the assumption of jurisdiction over Defendant will not offend traditional notions of fair play and substantial justice and is consistent with the constitutional requirements of due process. Jones would further assert that Defendant has had continuous and systematic contacts with the state of Texas sufficient to establish general jurisdiction over Defendant. Jones would also show that the causes of action arose from or relate to the contacts of Defendant to the state of Texas, thereby conferring specific jurisdiction with respect to said Defendant. Furthermore, Jones would show that Defendant engaged in activities constituting business in the state of Texas as provided by Section 17.042 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE, in that said Defendant claims to have a contract with a Texas resident and performance of the agreement in whole or in part thereof is to occur in Texas and committed a tort in whole or in part in Texas.

Further, venue is proper in this county because all or a substantial part of the events giving rise to the claims occurred in this county.

#### **V. FACTS**

Jones' aunt and godmother, Joan M. Johnson, was a founding member of The Dixie Cups, a Louisiana based music group that came to prominence in the 1960s with popular songs including "Chapel of Love" and "Iko Iko." Defendant alleges that in January 1984, Ms. Johnson entered into a contract with Defendant (the "Johnson Contract"). A true and correct copy of the Johnson Contract is attached hereto as Exhibit "A" and is incorporated herein by reference for all intents and purposes.

Under the Johnson Contract, Ms. Johnson sought Defendant's expertise to investigate, collect, and administer royalties owed to Ms. Johnson. *See* Exhibit "A". Specifically, the Johnson Contract provided: "It is my [Ms. Johnson's] understanding that you [Defendant] are to use your best efforts to obtain on my behalf from record and publishing companies, . . . an accounting for and collection of such royalties and other rights which are, or may be due to me . . . ." *Id.* The Johnson Contract further provided:

In return for your [Defendant's] services set forth hereinabove, I [Ms. Johnson] shall pay you fifty (50%) percent of all sums which may come into your hands or which may be realized as a proximate result of your activities on my behalf. It is also agreed that if no recovery of funds as mentioned hereinabove, is made on my behalf, I will have no obligation to you, and your firm . . . .

*Id.* The Johnson Contract also empowered Defendant to engage and manage accountants as necessary. *Id.* Defendant provided those services to Ms. Johnson and was paid for them.

Jones is not a party to the Johnson Contract. In fact, Jones never reviewed the Johnson Contract, never approved the Johnson Contract, and never signed the Johnson Contract. Further, the Johnson Contract does not include a termination clause or date. The Johnson Contract also does not include an assignment clause that inures to the benefit of either party's heirs, and it does not give Defendant any interest in the royalties it collected. Rather, it simply provides for payment to Defendant for its services.

Sadly, Ms. Johnson passed away in Louisiana in October 2016 and her will was probated in Louisiana. In her will, Ms. Johnson bequeathed her music royalties to her niece and goddaughter, Jones. With Ms. Johnson's passing, the Johnson Contract also ended. However, instead of inquiring with Jones as to whether she was interested in engaging Defendant's services (Defendant's only legal option), Defendant improperly continued to take fifty percent from Jones' royalties. When Jones learned said fact, to her surprise, she, through counsel, advised Defendant that it was not authorized

to retain fifty percent of all her royalty payments.

Unable to accept that the Johnson Contract came to an end upon Ms. Johnson's death, Defendant embarked on a litigation campaign against Jones and has attempted to increase litigation costs by filing in forums without personal jurisdiction over Jones. Defendant has already attempted to sue Jones under the Johnson Contract in both New York state court (New York City) and California state court (Los Angeles), neither of which had personal jurisdiction over Jones, to no avail. Further, Defendant has continued to retain fifty percent of all royalty payments due Jones and claims that Jones is forever "married" to Defendant and bound by the Johnson Contract.

## **VI. DECLARATORY JUDGMENT**

There exists a genuine controversy between the parties herein that would be terminated by the granting of declaratory judgment. Jones therefore requests that declaratory judgment be entered as follows:

- A. That Jones is not bound by the Johnson Contract.
- B. That Defendant is not entitled to take fifty percent from Jones' royalties.

## **VII. CONVERSION**

Jones incorporates the preceding paragraphs for all purposes.

Defendant has intentionally exercised control over fifty percent of Jones' royalties to the exclusion of Jones. Jones is entitled to receive as damages the value of fifty percent of Jones' royalties, which Defendant has converted. Jones is also entitled to receive exemplary damages for the conversion.

## **VIII. CONSTRUCTIVE TRUST**

Jones incorporates the preceding paragraphs for all purposes.

Because of Defendant's conversion Defendant has been unjustly enriched. Jones seeks to

impose a constructive trust or imposition of an equitable lien on all monies constituting the fifty percent of Jones' royalties that Defendant has improperly taken from Jones.

#### **IX. ATTORNEY'S FEES**

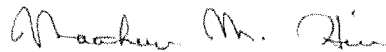
Pursuant to TEX. CIV. PRAC. AND REM. CODE § 37.009, request is made for all costs and reasonable and necessary attorney's fees incurred by Jones herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just.

#### **PRAYER**

**WHEREFORE, PREMISES CONSIDERED**, Jones prays that Defendant be cited to appear and answer herein, that on final trial hereof declaratory judgment be granted as requested herein, that Jones be granted judgment for an amount within the jurisdictional limit of the Court, that Jones be granted exemplary damages, that Jones be granted a constructive trust as identified above, that Jones be granted pre-judgment and post-judgment interest, and that Jones be awarded costs and reasonable and necessary attorney's fees, and for such other and further relief that may be awarded at law or in equity.

Respectfully submitted,

THE HILL LAW FIRM



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Matthew M. Hill  
State Bar No. 24041101  
Matthew Hill Law, PLLC  
501 N. Third Street  
Longview, Texas 75601  
Tel: 903-806-0487  
Fax: 903-686-0936  
[matt@matthewhilllaw.com](mailto:matt@matthewhilllaw.com)

ATTORNEY FOR JERRI JONES



Artist Rights Enforcement Corp.  
250 West 57th Street  
New York, NY 10107

DATE: January 4, 1984

Attention: Mr. Chuck Rubin

RE: THE DIXIE CUPS

Exhibit "A"  
Pg. 1 of 2

I hereby retain you and your firm to act on my behalf in connection with investigation into and collection of any and all royalties which are, or may be due and owing to THE DIXIE CUPS. It is my understanding that you are to use your best efforts to obtain on my behalf from record and publishing companies, and all others who are or may be liable to me, as well as any other persons or entities acting in concert with them, arising out of my business or contractual relations with such parties an accounting for and collection of such royalties and other rights which are, or may be due to me from the manufacture, sale, publication, use or distribution of phonograph records, tapes, performances, publications, or other dissemination of my Artistic material.

I further understand that it may be necessary or desirable to retain the services of accounting firms. In that event, payment for same shall be borne by Artist Rights Enforcement Corp.

It is my further understanding that in the event it is desirable or necessary to engage counsel to act on my behalf, that you shall recommend counsel who is satisfactory to me that I shall retain upon such terms as may be agreeable between us and such counsel shall be paid out of your share of the proceeds realized, and in accord with my separate agreement with such counsel.

In return for your services set forth hereinabove, I shall pay you fifty (50%) percent of all sums which may come into your hands or which may be realized as a proximate result of your activities on my behalf. It is also agreed that if no recovery of funds as mentioned hereinabove, is made on my behalf, I will have no obligation to you, and your firm, including no obligations of expense that you, your firm, accounting firms, counsel or attorneys may have incurred. I further agree that all out-of-pocket expenses incurred by you in connection with the handling of my claim shall be reimbursed and deducted from the amounts recovered. However, I reserve the right to approve all such expenses incurred in my behalf in excess of \$100 each. It is also agreed, that any expenses incurred will be paid out of your fifty (50%) of any recovery as set forth in paragraph three (3) above.

Further, I hereby authorize you to receive all funds collected by you hereunder and appoint you my attorney in fact but only for the purpose of depositing them into your special account. It is my further understanding that before any disbursements are made, I will receive a full accounting of monies received and proposed disbursements. Only after I have approved the proposed disbursements, and upon the clearing of such funds, you shall then make payment to me, yourself and any third parties including attorneys under the terms of this agreement.

Your acceptance of this Agreement is indicated by your signature below in the lower left-hand corner under the words "ACCEPTED BY".

ACCEPTED BY:  
ARTISTS RIGHTS ENFORCEMENT CORP.

By

Chuck Rubin

Very truly yours,  
THE DIXIE CUPS

By

Joan M. Johnson

January 4, 1984

To whom it may concern:

ARTISTS RIGHTS ENFORCEMENT CORP. has my authorization to request any and all documents from you, including contracts, licensing agreements, product, financial statements and royalty reports, both as Artist and/or writer as the case may be. Also specifically included is the authority to demand, collect and receive, on my behalf, all royalties and other monies found to be due and owing.

Thank you for your kind cooperation.

Very truly yours,

THE DIXIE CUPS

By Joan Marie Johnson  
Joan Marie Johnson

STATE OF Louisiana )  
COUNTY OF Orleans ) ss.:

On the 16<sup>th</sup> day of Jan, 1983, before me, the undersigned notary public, personally appeared Joan M. Johnson known to me to be the person whose name is subscribed to the within authorization and acknowledged that he executed the same.

James A. Gray, II  
NOTARY PUBLIC, in and for  
said County and State

Exhibit "A"  
Pg. 2 of 2

\*\*\* CITATION BY MAIL \*\*\*  
T H E   S T A T E   O F   T E X A S

TO: Artists Rights Enforcement Corp.  
1430 Broadway  
Suite 505  
New York NY 10018

Defendant in the hereinafter styled and numbered cause: **2018-21-CCL2**

You are hereby commanded to appear before the County Court at Law 2 of Gregg County, Texas, to be held at the courthouse of said County in the City of Longview, Gregg County, Texas, by filing a written answer to the Petition of Plaintiff at or before 10 o'clock A.M. of the Monday next after the expiration of 20 days after the date of service hereof, a copy of which accompanies this Citation, in Cause Number: **2018-21-CCL2**, styled

Other Civil (OCA)

JERRI JONES  
VS  
ARTISTS RIGHTS ENFORCEMENT CORP.

Attorney for Plaintiff:  
MATTHEW M HILL  
MATTHEW HILL PLLC  
501 N THIRD ST  
LONGVIEW TEXAS 75601  
903-806-0487

Attorney for Defendant

Filed in said court 5th day of January, 2018.

Issued and given under my hand and seal of said Court at office, this the 5th day of January, 2018.

**Barbara Duncan**  
District Clerk of  
Gregg County, Texas  
Gregg County Courthouse  
P. O. Box 711  
Longview, Texas 75606

Signed: 1/5/2018 3:12:40 PM

By Pat Adams Deputy.



**NOTICE TO DEFENDANT**

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this Citation by 10:00 A.M. on the Monday next following the expiration of twenty days after you were served this Citation and Petition, a default Judgment may be taken against you.

**Officer's Return by Mailing**

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_M., and executed by mailing certified mail restricted delivery a true copy of the citation together with a copy of Plaintiff's petition at the following address:

Name & Address of Defendant

Artists Rights Enforcement Corp.  
1430 Broadway  
Suite 505  
New York NY 10018

\*\*\*\*\*

\* Attach  
\* Return Receipt(s)  
\* With  
\* Addressee's Signature

\* Date Signed: \_\_\_\_\_  
\* Signed by: \_\_\_\_\_  
\* as evidenced by the signed return receipt  
\* attached hereto and incorporated in  
\* the return  
\* \_\_\_\_\_ Not executed as to defendant  
\* for the following reason:  
\* **Circle one**  
\* Unclaimed  
\* Refused  
\* Return to Sender  
\* Moved, left no forwarding address  
\* Unable to Forward  
\* Other

\* **TO CERTIFY WHICH WITNESS MY HAND**  
\* **OFFICIALLY.**

\* Barbara Duncan, District Clerk  
\* By \_\_\_\_\_ Deputy

\*\*\*\*\* Fee for serving Citation \$60.00

**C I T A T I O N - B Y M A I L I N G**

File No. 2018-21-CCL2  
In the County Court at Law 2  
Of  
Gregg County, Texas

JERRI JONES  
VS  
ARTISTS RIGHTS ENFORCEMENT CORP.

Issued this 5th day of January, 2018.

**Barbara Duncan**  
District Clerk of  
Gregg County

Signed: 1/5/2018 3:12:43 PM

By Pat Adams Deputy

Returned and Filed

This \_\_\_\_\_ day of \_\_\_\_\_,  
**Barbara Duncan**  
District Clerk

By \_\_\_\_\_ Deputy

\*\*\* CITATION BY MAIL \*\*\*  
T H E S T A T E O F T E X A S

TO: Artists Rights Enforcement Corp.  
1430 Broadway  
Suite 505  
New York NY 10018

Defendant in the hereinafter styled and numbered cause: **2018-21-CCL2**

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Other Civil (OCA)

JERRI JONES  
VS  
ARTISTS RIGHTS ENFORCEMENT CORP.

Attorney for Plaintiff:  
MATTHEW M HILL  
MATTHEW HILL PLLC  
501 N THIRD ST  
LONGVIEW TEXAS 75601  
903-806-0487

Attorney for Defendant

Filed in said court 5th day of January, 2018.

Issued and given under my hand and seal of said Court at office, this the 5th day of January, 2018.

**Barbara Duncan**  
District Clerk of  
Gregg County, Texas  
Gregg County Courthouse  
P. O. Box 711  
Longview, Texas 75606

Signed: 1/5/2018 3:12:40 PM

By Pat Adams Deputy.



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Came to hand on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_ o'clock \_\_.M., and executed by mailing certified mail restricted delivery a true copy of the citation together with a copy of Plaintiff's petition at the following address:

Artists Rights Enforcement Corp.  
1430 Broadway  
Suite 505  
New York NY 10018

\* Date Signed: \_\_\_\_\_

\* \_\_\_\_\_ Not executed as to defendant  
\* for the following reason:

\* Unclaimed

\* Return to Sender

\* Moved, left no forwarding address

\* Unable to Forward

\* Other

\* TO CERTIFY WHICH WITNESS MY HAND  
\* OFFICIALLY.

\* Barbara Duncan, District Clerk

\* By \_\_\_\_\_ Deputy

\* Fee for serving Citation \$60.00

File No. 2018-21-CCL2  
In the County Court at Law 2  
Of  
Gregg County, Texas

Issued this 5th day of January, 2018.

Barbara Duncan  
District Clerk of  
Gregg County

Signed: 1/5/2018 3:12:43 PM

By Pat Adams Deputy

Returned and Filed

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Barbara Duncan  
District Clerk

By \_\_\_\_\_ Deputy

\*\*\* CITATION BY MAIL \*\*\*  
T H E S T A T E O F T E X A S

TO: Artists Rights Enforcement Corp.  
1430 Broadway  
Suite 505  
New York NY 10018

Defendant in the hereinafter styled and numbered cause: **2018-21-CCL2**

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JERRI JONES  
VS  
ARTISTS RIGHTS ENFORCEMENT CORP.

Attorney for Plaintiff:  
MATTHEW M HILL  
MATTHEW HILL PLLC  
501 N THIRD ST  
LONGVIEW TEXAS 75601  
903-806-0487

Attorney for Defendant

Filed in said court 5th day of January, 2018.

Issued and given under my hand and seal of said Court at office, this the 5th day of January, 2018.

**Barbara Duncan**  
District Clerk of  
Gregg County, Texas  
Gregg County Courthouse  
P. O. Box 711  
Longview, Texas 75606

Signed: 1/5/2018 3:12:40 PM

By Pat Adams Deputy.



**NOTICE TO DEFENDANT**

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this Citation by 10:00 A.M. on the Monday next following the expiration of twenty days after you were served this Citation and Petition, a default Judgment may be taken against you.

Officer's Return by Mailing

Came to hand on the 5th day of January, 2018, at 4:00 o'clock P.M., and executed by mailing certified mail restricted delivery a true copy of the citation together with a copy of Plaintiff's petition at the following address:

Name & Address of Defendant

Artists Rights Enforcement Corp.  
1430 Broadway  
Suite 505  
New York NY 10018

7017 0190 0000 8846 8380

Date Signed: January 10, 2018

Signed by: T. Jones

as evidenced by the signed return receipt attached hereto and incorporated in the return

Not executed as to defendant for the following reason:

Circle one

Unclaimed

Refused

Return to Sender

Moved, left no forwarding address

Unable to Forward

Other

TO CERTIFY WHICH WITNESS MY HAND

OFFICIALLY.

Barbara Duncan, District Clerk

By [Signature] Deputy

Fee for serving Citation \$60.00

ON - BY MAILING

Issued this 5th day of January, 2018.

Barbara Duncan  
District Clerk of  
Gregg County

Signed: 1/5/2018 3:12:43 PM

By Pat Adams Deputy

Returned and Filed  
This 19th day of January, 2018

Barbara Duncan  
District Clerk

By [Signature] Deputy

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Artists Rights Enforcement Corp.  
1430 Broadway  
Suite 505  
New York, NY 10018

COMPLETE THIS SECTION ON DELIVERY

Signature

Received by (Printed Name)

Barbara Duncan

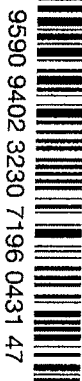
C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

Yes ☐ No ☐

2018-21-CL17

2. Article Number (Transfer from service label)



7017 0190 0000 8846 8380

3. Service Type

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Full Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation™

Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt



[Track Another Package](#) +

Tracking Number: 70170190000088468380

[Remove](#) X

Expected Delivery on

Status

WEDNESDAY

✓ Delivered

**10** JANUARY 2018 ① by 8:00pm ①

January 10, 2018 at 12:44 pm  
DELIVERED, LEFT WITH INDIVIDUAL  
NEW YORK, NY 10018

[Get Updates](#) ✓



Delivered